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Telephone Co., 84 Kan. 19, 113 Pac. 386. Likewise recovery has been denied where the servant was injured in the course of rough play or "initiation" of fellow-employees. *Reeve v. Northern Pacific R. Co.*, 82 Wash. 268, 144 Pac. 93; *Medlin Milling Co. v. Boutwell*, 104 Tex. 87, 133 S. W. 1042. But in these cases the master had no reason to expect the harmful act to happen and no reason to expect the servant to be dangerous. In the former case, to hold the master would be to make him absolutely liable; to hold him in the latter case would be to restrict too narrowly the field of available servants. However, it is not putting too great a burden on an employer to subject him to a duty not to employ a servant known to be personally dangerous. *Missouri, etc. Ry. Co. v. Day*, 104 Tex. 237, 136 S. W. 435. See *McNicol's Case*, 215 Mass. 497, 500, 102 N. E. 697, 698.

MORTGAGES — PRIORITIES — PRIORITY OF NOTES SECURED BY THE SAME MORTGAGE. — The holder of four notes, maturing in successive years and secured by one mortgage, assigned the two notes first maturing to the plaintiff and later assigned the other two to the defendant. The plaintiff claims priority in the proceeds of the security. *Held*, that all the notes share *pro rata* in the proceeds. *Georgia Realty Co. v. Bank of Covington*, 91 S. E. 267 (Ga.).

The assignment of a note secured by a mortgage gives to the assignee the protection of the mortgage, although the mortgage itself is not assignable. *Romberg v. McCormick*, 194 Ill. 205, 210, 62 N. E. 537, 539. But where several notes, secured by the same mortgage, are assigned to different persons, the right of these holders *inter se* to the mortgage security has been much disputed. Some authorities give priority in order of time of the assignments. *Knight v. Ray*, 75 Ala. 383; *Gordon v. Fitzhugh*, 27 Gratt. (Va.) 835. A more common rule gives priority to the holders of the notes first maturing. *Flower v. Elwood*, 66 Ill. 438; *Horn v. Bennett*, 135 Ind. 158, 34 N. E. 321. But the weight of authority is in accord with the principal case, making the holders share *pro rata* in the security regardless of the maturity of their notes or the time of assignment. *Perry's Appeal*, 22 Pa. St. 43; *Studebaker v. McCurgur*, 20 Neb. 500, 30 N. W. 686; *Orleans Co. Nat. Bank v. Moore*, 112 N. Y. 543, 20 N. E. 357. Even under this latter rule, some cases hold that an assignor who retains some of the notes is deferred to his assignee. *Appeal of the Fourth Nat. Bank*, 123 Pa. St. 473, 16 Atl. 779. *Contra, Wilcox v. Allen*, 36 Mich. 160. But this holding, if justifiable, is due to the fact that the assignor holds the mortgage in trust for his assignee to the extent of the latter's interest. *Snyder v. Parmalee*, 80 Vt. 496, 68 Atl. 649. And the same principle might apply with the same result under the earlier assignment or earlier maturity rule. *Parkhurst v. Watertown Steam-Engine Co.*, 107 Ind. 594, 8 N. E. 635. The *pro rata* rule seems the most equitable, as the mortgage is intended to cover all the notes equally. This rule is also the most satisfactory in that it takes care of the cases which the earlier assignment and earlier maturity rules do not cover, *viz.*, where the assignments of the notes in one case and the maturity in the other come at the same time.

MUNICIPAL CORPORATIONS — ESTOPPEL — PUBLIC RIGHTS IN PUBLIC LAND BARRED BY EQUITABLE ESTOPPEL OF THE CITY. — A plat filed in 1882, operating as a statutory dedication of a street terminating on a lake, was accepted by the city; but the street was never opened for public use. In 1900 another plat of the same property was accepted from another party by the city officials. This plat indicated the street as ending short of the water's edge. The defendant, acting in good faith, erected coal docks on a part of the street indicated on the first plat but not on the second, and paid city taxes levied on his property. The city now asserts title to the land. *Held*, that the city is estopped. *City of Superior v. Northwestern Fuel Co.*, 161 N. W. 9 (Wis.).

While the usual statute of limitations operates against the private interests